

AGREEMENT UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

(101)

Project No: 89/TF/HUN/LS/450

Agency : The Government of the Hungarian People's Republic

Title of

Project : Local Settlement of Refugees in the  
Hungarian People's Republic

(102)

AN AGREEMENT made between the GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC (hereinafter referred to as "the Government") of the one part and the UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (hereinafter referred to as "the High Commissioner") of the other part, following upon a request made by the Government to the High Commissioner for assistance towards the implementation of a project to assist those refugees referred to, and in the manner described in the Project Description attached as Annex A to this Agreement;

(105)

WHEREAS the High Commissioner has made an appeal to the International Community for contributions in cash and in kind to assist these refugees;

(108)

AND WHEREAS the High Commissioner has allocated as an initial contribution an amount of US\$ 1,000,000 towards the total requirements of the project estimated to be US\$ 4,936,726; the balance will be made available at the appropriate time subject to the availability of funds;

(109)

IT IS HEREBY AGREED between the parties hereto as follows:

1. The Government shall:

(110)

- (1) grant UNHCR the most favourable legal rate of exchange for all transactions relating to the implementation of this project;
- (2) utilise the High Commissioner's contribution towards the cost of implementing the project in accordance with the Project Description attached as Annex A and with the Budget attached as Annex B;

- (3) be authorised to make variations not exceeding 10 per cent between the items of the Budget appearing in Annex B providing that the High Commissioner's allocation is not overspent; any variations exceeding 10 per cent that may prove necessary for the successful implementation of the project shall be subject to prior consultation with the High Commissioner and subsequent written revision to this Agreement; utilisation of the contingency reserve shall be subject to prior consultation with and written approval of the High Commissioner. The High Commissioner shall not be liable for any expenditure incurred in excess of his contribution as specified in this Agreement;
- (112)
- (4) avail itself of the advisory services of and generally act in consultation with the staff of the High Commissioner;
- (113)
- (5) provide staff, services, supplies and equipment in kind or in cash relating to its contribution to the project as set forth in the Project Description and Budget attached as Annexes A and B hereto;
- (117)
- (6) waive all customs duties and taxes on all supplies and equipment, including vehicles used in the implementation of this project;
- (118)
- (7) assume ownership of all expendable and non-expendable property, including vehicles purchased out of the High Commissioner's contribution and ensure that such property is properly maintained and kept in good condition. Non-expendable property is defined as any item of property or equipment which has a purchase price of US\$ 500 or more, or the equivalent in local currency at the U.N. official rate of exchange and with an anticipated serviceable life of at least five years;
- (8) ensure that all non-expendable property, including vehicles, is fully insured with an insurance company of repute against risks including damage, theft and loss and, where appropriate, third party liability. Insurance costs may be charged to the project under the appropriate budget item. In the event that any insurance settlement does not cover the repair or replacement of property, then the cost of such repair or replacement can only be charged to the project following written authority from the High Commissioner; undertake to repair or replace at its own cost any non-expendable equipment which may be damaged, lost or stolen in the course of project operations;

- (9) report to the High Commissioner in writing in cases where such non-expendable property is damaged or lost including the steps taken to repair or replace the property. The reporting shall be submitted within a reasonable time after such damage or loss has occurred;
- (10) ensure that all non-expendable property purchased out of the High Commissioner's contribution is used exclusively for the purpose of the project governed by this Agreement. The future use and/or ownership of any non-expendable property which is no longer required within the project shall be decided, in all cases, by written agreement between the parties to this Agreement. Under no circumstances shall such property and especially vehicles be disposed of without prior consultation with UNHCR;
- (11) maintain an inventory in accordance with the attached UNHCR Form (HCR/AST/650) of all non-expendable property and submit a copy to the High Commissioner together with the "Analysis of Project Expenditure" (Form HCR/AST/401);
- (12) ensure that all vehicles supplied by the High Commissioner under this Agreement are clearly marked in bold letters "DONATED BY UNHCR";
- (122)
- (13) be responsible for the procurement of all items of assistance under this project, unless by agreement, procurement is undertaken by the High Commissioner;
- (14) ensure that its procedures for awarding contracts and for the purchase or hire of goods, equipment, other commodities and services under the present Agreement, safeguard the principle of awards being made on an assessment of competitive quotations or bids;
- (125)
- (15) collect and keep readily accessible information and documentation on the progress and implementation of the project and the use made of the High Commissioner's contribution. To this end the Government shall maintain separate accounts recording all receipts and expenditure under this project relating to the High Commissioner's contribution and ensure that any obligations entered into and all disbursements made are satisfactorily documented. For each payment a voucher will be established showing the project symbol, the name of the payee, the amount, purpose and date of disbursement. Bills, invoices, receipts and such other documentation pertinent to the transaction will be attached to the voucher in support thereof. These vouchers and the attached documentation will be systematically filed in dossiers specifically established to house project financial documentation;

- (126)
- (16) ensure that whenever possible, payments covering the various types of assistance to be made available under the project are made directly to the third parties concerned rather than to the refugees themselves;
- (128)
- (17) facilitate inspection and audit of the project by the United Nations Internal Auditors or any other person duly authorised by the High Commissioner on behalf of the United Nations; should they at any time wish to do so, the United Nations Board of Auditors may also carry out an audit of the project;
- (129)
- (18) facilitate visits by the High Commissioner or any other person duly authorised by him to the project site(s) to review the progress and achievement of the project during its period of implementation and thereafter;
- (131)
- (19) at the same date as presentation of "Analysis of Project Expenditure" (Form HCR/AST/401) refund to the High Commissioner all funds not disbursed or obligated at the project's termination date and obligations not liquidated one month thereafter. If for technical or administrative reasons an extension of the period for the liquidation of obligations is required, such an extension will be subject to the written approval of the High Commissioner;
- (134)
- (20) submit to the High Commissioner:
- (i) a "Financial Report" (Form HCR/AST/400), attached hereto, not later than one month after termination of the project. The card should reflect the situation as of the date of termination of the project. Amounts reported in the "Outstanding Contractual Obligations" column of the card must be supported by a listing, showing the name of the Contractor, Supplier or any other payee and the amount obligated;
  - (ii) an "Analysis of Project Expenditure" (Form HCR/AST/401), attached hereto, not later than one month after the final date for liquidation of obligations;
  - (iii) a Self-Evaluation Report, in accordance with Annex D, not later than one month after termination of the project;
- (143)
- (21) also submit to the High Commissioner, within six months of the final date for liquidation of obligations, an audit certificate issued by the Government's Audit Authority together with such comments as the auditor may deem appropriate in respect of project operations generally and in particular the financial situation as reported by the Government in its "Analysis of Project Expenditure" (Form HCR/AST/401).

- (22) be prepared to accept changes in the format and/or content of financial and/or narrative reports which may in the course of this project be modified by the High Commissioner to enhance budgetary control and performance monitoring to respond to audit recommendations and donor requirements.

(145)

2. The High Commissioner shall:

- (1) request the Government to grant the most favourable legal rate of exchange for all transactions relating to the implementation of this project;
- (2) assist in the implementation of this project by making available the advisory services of his staff;

(149)

- (3) subject to the availability of funds as specified in the High Commissioner's Financial Rules for Voluntary Funds, contribute an amount of US\$ 4,936,726 towards the implementation of this project, in accordance with the budget attached as Annex B. The first instalment of US\$ 1,000,000 will be remitted to the bank account designated by the Government within five working days following the signing of this Agreement by the parties hereto. Subject to the above provision concerning availability of funds, the second and subsequent instalments will be remitted in amounts as shown in Annex B. Each instalment will be paid within five working days following receipt of a completed "Financial Report" (Form HCR/AST/400), attached hereto, showing that cumulative disbursements have reached a level which reduces the cash on hand held by the Government to an amount not exceeding 30% of the last instalment received. Remittances against the contingency reserve (when such has been provided) will be made at the appropriate time after written approval as to its utilisation has been obtained from the High Commissioner.

(153)

3. The High Commissioner:

- (1) shall not be liable to indemnify any third party in respect of any claim, debt, damage, or demand arising out of the implementation of this Agreement and which may be made against the Government;
- (2) will not accept liability for compensation for the death, disability or other hazards which may be suffered by employees of the Government as a result of their employment on work which is the subject matter of this Agreement.

(154)

IT IS FURTHERMORE AGREED as follows:

(156)

1. Should the number of refugees for which assistance was foreseen under this Agreement significantly decrease below the number originally envisaged, or if, for any reason, changed circumstances reduce the need for assistance in amounts as originally foreseen, the Government shall immediately inform the High Commissioner, so that after mutual consultation appropriate steps can be taken by the High Commissioner to adapt his contribution to the new situation or discontinue it as the circumstances may warrant.

(159)

2. Should any dispute arise as to the interpretation, application or any other question relating to the present Agreement, the dispute or controversy shall be referred upon agreement by the parties to a single arbitrator or, in default of agreement, to three arbitrators to be appointed in accordance with arbitration rules of the United Nations Commission on International Trade Law.

(161)

3. The project governed by this Agreement shall be deemed to have commenced on 1 June 1989 and shall terminate on 31 December 1989.

(163)

4. If, during the period covered by this Agreement, it is considered advisable to revise or vary any terms of this Agreement including the Project Description, then such revisions or variations shall only be made with the written consent of the parties hereto.

(164)

5. The project being the subject matter of this Agreement shall be identified by the project symbol 89/TF/HUN/LS/450 and all correspondence and financial records relating thereto shall bear this symbol.

(165)

6. If during the period covered by this Agreement, the Government is prevented from carrying out its obligations referred to in this Agreement, this fact shall be reported by the Government to the High Commissioner who shall decide what arrangements, if any, shall be made to further implement or curtail this project.

(166)

7. All UNHCR Forms referred to in this Agreement and Annexes A to D attached hereto shall be considered as an integral part of this Agreement.

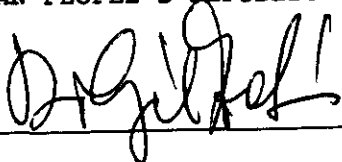
(167)

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have on behalf of the parties hereto signed this Agreement at the place and on the day and year below written.

FOR

THE GOVERNMENT OF  
THE HUNGARIAN PEOPLE'S REPUBLIC

Signature: \_\_\_\_\_



Name : Dr. Zoltan Gal

Title: State Secretary for the

Ministry of Interior

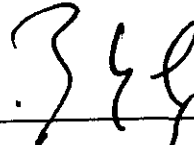
Place: Geneva

Date : 4 October 1989

FOR

THE UNITED NATIONS  
HIGH COMMISSIONER FOR REFUGEES

Signature: \_\_\_\_\_



Name : Mr. Jean-Pierre Hocké

Title: United Nations High

Commissioner for Refugees

Place: Geneva

Date : 4 October 1989

PROJECT DESCRIPTION

1. Overall project objective and means of verification

a) Project objective

The project is designed to facilitate the establishment of adequate reception and registration facilities for asylum-seekers entering the People's Republic of Hungary and for local integration of refugees.

b) Means of verification

- The number of asylum-seekers admitted to reception centres.
- The number of refugees assisted in the field of housing as a means of facilitating their local integration.

2. Description of refugees

The majority of beneficiaries are asylum-seekers and refugees from Romania.

3. Description of assistance (by sector)

F. Health/Nutrition

Objective

Health screening, medical treatment and care of asylum-seekers and refugees.

Activities

Asylum-seekers and refugees in the admission centres will profit from general physical examinations, screening for tuberculosis and intestinal parasites, electrocardiography for adults, immunization of children as necessary, gynaecological screening for women, as well as any other health activities deemed necessary by the Ministry of Social Affairs and Health.

UNHCR will provide instruments of adequate quantity needed for fundamental health activities in the admission centres until the end of 1989. Salary costs for health personnel involved in screening necessary services at refugee admission centres will be borne by the Government.

The centres will be equipped to provide basic first aid and psycho-social counselling to new arrivals prior to their transfer to definitive housing, while refugees will have access to the national health system for any further requirements. To balance the impact on the national health system limited hospital equipment will be provided.

UNHCR financial assistance will be provided to obtain three mobile screening units in the form of buses equipped for the purposes of laboratory examinations, chest X-ray and electro-cardiography. This would support the plans for expanding the current fleet of such buses which service isolated rural villages and factories.



G. Shelter

(i) Housing subsidies

Objective

To enable needy refugees to benefit from governmental rental subsidies.

Activities

The major problem in Hungary for full refugee integration is the shortage of housing, particularly significant in and around cities. While the labour market in urban areas offers enough jobs for the great majority of working-age refugees, the housing market is extremely tight and oriented to supply and demand. Consequently, the rents are very costly. In view of the shortfall of funds to meet the needs for rental subsidies from governmental sources, a finance input into the housing fund will be made in 1989 thereby enabling refugees to be assisted.

(ii) Conversion admission centres

Objective

Three admission centres will be created, one each in Hajduszoboszlo, Békéscsaba and Bicske. Whilst the buildings which will house them exist already, appropriate transformation, repairs, refurbishing and improvement of sanitation facilities will have to be undertaken.

Activities

- a) To permit the centres to receive asylum-seekers and refugees for an average temporary stay of 2 weeks they will be converted to enable the refugees to:
  - register;
  - receive residence and work permits;
  - arrange for a suitable employment;
  - receive initial material assistance (e.g. rental subsidy);
  - receive social subsidy in case of illness, confinement etc., if unemployed
  - undergo health screening, vaccinations, psycho-social counselling.
- b) Additionally, the centres will be equipped with a computerized system to enable informatic, telephonic and telex liaison with a central information centre in Budapest.
- c) A transport service from the border to the centres will be established, and four cars, three minibuses and three trucks will be purchased for this purpose.

H. Community Services

Objective

To provide adequate social facilities in the admission centres.

Activities

Basic social facilities such as toys for a children's playroom, equipment for dietetic kitchen (a legal obligation), library books, simple sports and recreational equipment as well as public telephones will be made available for new arrivals in the admission centres.

I. Education

Objective

To facilitate the integration of refugees into the national education programmes.

Activities

A budgetary provision of US\$ 200,000 will be made to enable the printing of educational materials for, and to provide language instruction to, the portion of the refugee population which is not of Hungarian ethnic origin.

4. Implementation procedures

The project will be implemented by the Government of the Hungarian People's Republic.

Regular meetings and consultations will take place between UNHCR and the implementing partner to facilitate its execution.

BUDGET

(1 June 1989 - 31 December 1989)

(FORINTS)

Sector/Activity/Item	<u>Government</u>	<u>UNHCR</u>	<u>Total</u>
<b>F. <u>Health/Nutrition</u></b>			
<b>F.21 <u>General Health Services</u></b>			
3 Ikarus 280 screening buses with medical equipment		25,452,000	
Consultation room instruments		1,449,000	
First aid supplies		1,071,000	
Medical stationery		913,500	
Dialysis unit		53,361,000	
Screening new arrivals	5,166,000		
General health services	185,220,000		
Salaries	<u>5,985,000</u>		
Total sector F	<u>196,371,000</u>	<u>82,246,500</u>	<u>278,617,500</u>
<b>G. <u>Shelter</u></b>			
<b>G.96 <u>Individual/Family Support</u></b>			
<b><u>Payment to/on behalf of</u></b>			
<b><u>individual/family</u></b>			
Housing subsidies		<u>31,500,000</u>	
Sub-total		<u>31,500,000</u>	
<b>G.98 <u>Community Infrastructure</u></b>			
<b><u>Conversion admission centres</u></b>			
<b><u>Maintenance/Repair</u></b>			
<b>1. <u>Békéscsaba Centre</u></b>			
Transformation/repair costs		9,956,394	
Furniture		6,302,394	
Purchase 1 car, 1 minibus, 1 light truck		1,211,490	
25% Tax		4,367,538	
Purchase of Centre	56,033,649		
Running costs (food, wages, laundry, heating, light, vehicles, etc.)	<u>21,849,471</u>		
Sub-total	<u>77,883,120</u>	<u>21,837,816</u>	

	<u>Government</u>	<u>UNHCR</u>	<u>Total</u>
<b>2. <u>Bicske Centre</u></b>			
Transformation/repair costs		79,295,139	
Furniture		14,023,548	
Purchase 2 cars, 1 minibus, 1 light truck		1,453,788	
25% Tax		23,693,103	
Purchase of Centre	27,259,596		
Running costs (food, wages, laundry, heating, light, vehicles, etc.)	<u>35,094,843</u>		
Sub-total	<u>62,354,439</u>	<u>118,465,578</u>	
<b>3. <u>Hajduszoboszlo Centre</u></b>			
Transformation/repair costs		9,909,774	
Purchase 1 car, 1 minibus, 1 light truck		1,211,490	
25% Tax		2,779,245	
Running costs food, wages, laundry, heating, light, vehicles, etc.)	<u>19,584,621</u>		
Sub-total	<u>19,584,621</u>	<u>13,900,509</u>	
<b>4. <u>Integrated communications system</u></b>			
Installation of computerized telephone/telex/information network		22,340,745	
25% Tax on part of system		<u>738,990</u>	
Sub-total		<u>23,079,735</u>	
Total sector G	<u>159,822,180</u>	<u>208,783,638</u>	<u>368,605,818</u>

	<u>Government</u>	<u>UNHCR</u>	<u>Total</u>
<b>H. <u>Community Services</u></b>			
<b>H.31 <u>Social Work Services</u></b>			
<b><u>Equipment</u></b>			
Kitchen/eating utensils		378,000	
Recreation equipment (library, playroom, sports, TV)		2,362,500	
Public telephones, safety deposit boxes		1,102,500	
Supply of textbooks and other training materials		252,000	
4 copying machines		1,480,500	
Cultural orientation, training material		<u>1,808,100</u>	
Total sector H		<u>7,383,600</u>	<u>7,383,600</u>
<b>I. <u>Education</u></b>			
<b>I.98 <u>Payment to/on behalf of</u></b>			
<b><u>individual/family</u></b>			
Contribution towards printing costs, materials, language instruction		<u>12,600,000</u>	<u>12,600,000</u>
Total sector I		<u>12,600,000</u>	<u>12,600,000</u>
Budget total	356,193,180	311,013,738	667,206,918
	=====	=====	=====

Schedule of instalments

1st	63,000,000
2nd	124,000,000
3rd	124,013,738

INVENTORY OF NON-DEPENDABLE PROPERTY 1/

PURCHASED WITH UNHCR FUNDS UNDER PROJECT: \_\_\_\_\_ (Project Symbol)

situation as at ..... (date)

of hase	Inventory Number	Quan- tity	Description (Model, Reg. No., etc.)	Purchase Price (per unit)		Utilized for	Operating conditio and general remark
				local currency	US\$		

1/ Any item of property or equipment which has a purchase price of US\$ ..... or more (at the U.N. rate of exchange), with an anticipated serviceable life of at least five years.

It is duly certified that the above data has been verified on location.

Signature of the Authorized Officer of the Implementing Agency

PROJECT SELF EVALUATION FORMATA. BASIC INFORMATION

1. Country \_\_\_\_\_ 2. Project symbol \_\_\_\_\_
3. Project title \_\_\_\_\_
4. Starting date \_\_\_\_\_ Termination date \_\_\_\_\_
5. Number of refugees who benefited from this project \_\_\_\_\_
6. Implementing agency(ies) \_\_\_\_\_
7. UNHCR funds obligated for the project US\$ \_\_\_\_\_
8. UNHCR funds disbursed for the project US\$ \_\_\_\_\_
9. Supporting contributions by source and type (cash, land, commodities, etc.) \_\_\_\_\_  
\_\_\_\_\_

B. SELF-EVALUATION (For the Project Objective, then for each Sector , complete 1 - 4 below)

1. Original Objective
  - (a) Restate objectives presented in the Project Description attached to the implementing instrument;
  - (b) Explain any modifications of objectives made during the year.
2. Actual Achievement
  - (a) Describe the extent to which objectives were achieved during the year. When possible, actual achievement should be reflected in the same terms as the means of verification stated in the project description;
  - (b) Explain, if applicable, why objectives were not achieved;
  - (c) Note any significant problems encountered during implementation.
3. Project Impact

Detail the project or sector impact, that is, how the project or sector made a substantial contribution to refugees' well-being or produced a significant change in their condition.
4. Lessons Learned